

WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)|
767 Fifth Avenue
New York, NY 10153-0119
Tel: 212 310 8000
Fax: 212 310 8007

KELLER & BENVENUTTI LLP
Tobias S. Keller (#151445)
(tkeller@kellerbenvenutti.com)
Jane Kim (#298192)
(jkim@kellerbenvenutti.com)
650 California Street, Suite 1900
San Francisco, CA 94108
Tel: 415 496 6723
Fax: 650 636 9251

*Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

RECITALS

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

5. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119

EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: ____ / ____ / 2019

LESSOR

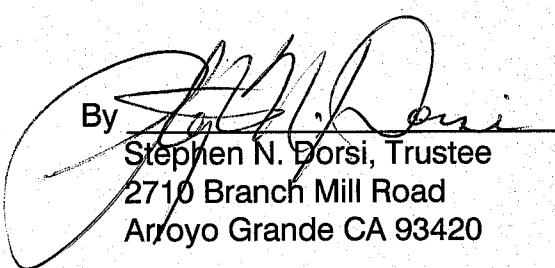
By: _____

Capacity: ~~Attorneys for Lessor~~ / Lessor /
Authorized Officer of Lessor
Signatory Name:

Signatory Address:

LESSOR of 4111 Broad Street
San Luis Obispo CA 93401
Roland S. Ball Revocable Trust
dated November 20, 1995

2019 07 19

By: 
Stephen N. Dorsi, Trustee
2710 Branch Mill Road
Arroyo Grande CA 93420

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EXHIBIT A

Name of Lessor: THE ROLAND S BALL REVOCABLE TRUST AND THE
GERALD A WILLIAMS FAMILY TRUST

Property Address: 4111 Broad Street
San Luis Obispo, CA 93401

1 WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
2 (stephen.karotkin@weil.com)
Ray C. Schrok, P.C. (*pro hac vice*)
3 (ray.schrok@weil.com)
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11 San Francisco, CA 94108
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13 *Attorneys for Debtors*
14 *and Debtors in Possession*

15 UNITED STATES BANKRUPTCY COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

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19 **In re:**

20 **PG&E CORPORATION,**

21 **- and -**

22 **PACIFIC GAS AND ELECTRIC**
23 **COMPANY,**

Debtors.

- 24 ☐ Affects PG&E Corporation
25 ☐ Affects Pacific Gas and Electric Company
26 ☒ Affects both Debtors

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Bankruptcy Case

No. 19 -30088 (DM)

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(Lead Case)

(Jointly Administered)

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2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
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6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy
7 Code, including beyond the Extended Deadline.

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9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to
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11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,
16 amendment, or other modification of the terms of the Leases.

17 5. This Stipulation may be executed in multiple counterparts, each of which
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19 6. The Debtors are authorized to take all actions necessary to effectuate the
20 relief granted pursuant to and in accordance with this Stipulation.

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23 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
24 provisions of this Stipulation.

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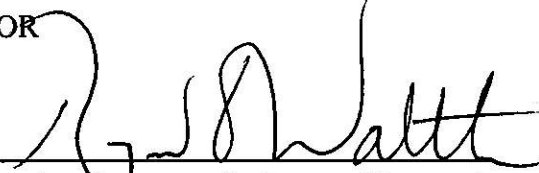
EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July / 1 / 2019

LESSOR
By: 
Capacity: ~~Attorneys for Lessor / Lessor /~~
Authorized Officer of Lessor
Signatory Name:
Roger O. Walther
Signatory Address:
3636 Buchanan St.
San Francisco, CA 94123

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EXHIBIT A

Name of Lessor: TUSKER CORPORATION

Property Address: 1593 North Point Street, 2nd Floor
San Francisco, CA 94123

1 WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
2 (stephen.karotkin@weil.com)
Ray C. Schrok, P.C. (*pro hac vice*)
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13 *Attorneys for Debtors*
14 *and Debtors in Possession*

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16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

18
19 **In re:**

Bankruptcy Case

20 **PG&E CORPORATION,**

No. 19 -30088 (DM)

21 **- and -**

Chapter 11

22 **PACIFIC GAS AND ELECTRIC**
23 **COMPANY,**

(Lead Case)

(Jointly Administered)

Debtors.

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EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: June /28/ 2019

LESSOR

By: [Signature] Sec-Treas

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Richard Davies

Signatory Address:

PO Box 80067

Bakersfield, CA 93380

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EXHIBIT A

Name of Lessor: W. P. DAVIES OIL COMPANY

Property Address: 4115 Arrow Street
Bakersfield, CA 93308

WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
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*Attorneys for Debtors
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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
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In re:

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Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July 12 2019

LESSOR

Karen D. Plaskett
By: Warren A. Plaskett
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor Trustee
Signatory Name:

Warren A. Plaskett
Signatory Address: Karen D. Plaskett
11638 S. Granite Rd
Bakersfield Ca 93308

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EXHIBIT A

Name of Lessor: Warren A. Plaskett and Karen D. Plaskett, trustees of the
Warren A. Plaskett and Karen D. Plaskett Living Trust dated
1989

Address: 4201 Arrow Street
Bakersfield, CA 93308

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A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessor consents to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) June 30, 2020, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
3 including the Extended Deadline.

4 3. No further consent of Lessor shall be required for the sole purpose of
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy
7 Code, including beyond the Extended Deadline.

8 4. Nothing contained in this Stipulation or any actions taken by the Debtors
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to
10 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'
11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,
16 amendment, or other modification of the terms of the Leases.

17 5. This Stipulation may be executed in multiple counterparts, each of which
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19 6. The Debtors are authorized to take all actions necessary to effectuate the
20 relief granted pursuant to and in accordance with this Stipulation.

21 7. The terms and conditions of this Stipulation shall be immediately effective
22 and enforceable upon its entry.

23 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
24 provisions of this Stipulation.
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EXECUTION PAGE

Dated: August 5, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: AUG / 6 / 2019

LESSOR

By: Todd Sheffield
FOR COMMUNITY FIRST CREDIT UNION
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

TODD SHEFFIELD

Signatory Address:

1105 N. DUTTON AVE

SANTA ROSA, CA 95401

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EXHIBIT A

Name of Lessor: Community First Credit Union

Address: 100 N. Main Street
Fort Bragg CA 95437

1 WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
2 (stephen.karotkin@weil.com)
Ray C. Schrok, P.C. (*pro hac vice*)
3 (ray.schrok@weil.com)
Jessica Liou (*pro hac vice*)
4 (jessica.liou@weil.com)
Matthew Goren (*pro hac vice*)
5 (matthew.goren@weil.com)|
767 Fifth Avenue
6 New York, NY 10153-0119
Tel: 212 310 8000
7 Fax: 212 310 8007

8 KELLER & BENVENUTTI LLP
Tobias S. Keller (#151445)
9 (tkeller@kellerbenvenutti.com)
Jane Kim (#298192)
10 (jkim@kellerbenvenutti.com)
650 California Street, Suite 1900
11 San Francisco, CA 94108
Tel: 415 496 6723
12 Fax: 650 636 9251

13 *Attorneys for Debtors*
14 *and Debtors in Possession*

15 UNITED STATES BANKRUPTCY COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

18
19 In re:

Bankruptcy Case

20 PG&E CORPORATION,

No. 19 -30088 (DM)

21 - and -

Chapter 11

22 PACIFIC GAS AND ELECTRIC
23 COMPANY,

(Lead Case)

(Jointly Administered)

24 Debtors.

- 25 ☐ Affects PG&E Corporation
26 ☐ Affects Pacific Gas and Electric Company
27 ☒ Affects both Debtors

STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)

28 * All papers shall be filed in the Lead Case,
No. 19-30088 (DM).

PG&E Corporation ("PG&E Corp") and Pacific Gas and Electric Company (the "Utility", and together the "Debtors") as debtors and debtors in possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), and the lessor (the "Lessor") of the real property listed in Exhibit A, hereby submit this stipulation (the "Stipulation") consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "Bankruptcy Code"), and represent and agree as follows:

RECITALS

A. On January 29, 2019 (the "Petition Date"), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court").

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessor consents to, and this Stipulation hereby constitutes "prior written consent of the lessor," as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the "Extension") to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the "Leases"), until January 31, 2020 (the "Extended Deadline").

1 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
3 including the Extended Deadline.

4 3. No further consent of Lessor shall be required for the sole purpose of
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy
7 Code, including beyond the Extended Deadline.

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EXECUTION PAGE

Dated: July 16, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July 18 / 2019

LESSOR

By: Anthony Perino

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor

Signatory Name: NEARON SUNSET, LLC

ANTHONY PERINO, PRESIDENT

Signatory Address:

101 Ygnacio Valley Road, #450
Walnut Creek, CA 94596

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119

EXHIBIT A

Name of Lessor: NEARON SUNSET, LLC

Address: 3401 Crow Canyon
San Ramon, CA 94583

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119

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WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)|
767 Fifth Avenue
New York, NY 10153-0119
Tel: 212 310 8000
Fax: 212 310 8007

KELLER & BENVENUTTI LLP
Tobias S. Keller (#151445)
(tkeller@kellerbenvenuti.com)
Jane Kim (#298192)
(jkim@kellerbenvenuti.com)
650 California Street, Suite 1900
San Francisco, CA 94108
Tel: 415 496 6723
Fax: 650 636 9251

*Attorneys for Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in Exhibit A, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

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C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

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2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
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EXECUTION PAGE

Dated: July 5, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: JULY 15 / 2019

LESSOR

By: [Signature]
Capacity: ExchangePoint Property
Management Fresno, LLC, Agent for Lessor
Signatory Name: PAUL DANESHMAND

Signatory Address:

450 KANAWAT DRIVE
BEVERLY HILLS CA 90210

EXHIBIT A

Name of Lessor: PGE Starpoint, LLC, PGE 1, LLC, PGE 2, LLC,
PGE 3, LLC, PGE 4, LLC, PGE 5, LLC, PGE 6, LLC,
PGE 7, LLC, PGE 8, LLC, PGE 9, LLC, PGE 10, LLC,
PGE 11, LLC, PGE 12, LLC, PGE 13, LLC, PGE 14, LLC,
PGE 15, LLC, PGE 16, LLC, PGE 17, LLC, PGE 18, LLC,
PGE 19, LLC, PGE 20, LLC, PGE 21, LLC, and PGE 26,
LLC, as tenants-in-common.

Address: 650 O Street
Fresno, CA 93721

705 P. Street
Fresno, CA 93721